UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
ATLANTA BRANCH OFFICE

PALM BEACH METRO, LLC and its alter ego METRO MOBILITY MANAGEMENT GROUP, LLC

and **Case 12–CA–025842**

AMALGAMATED TRANSIT UNION, AFL-CIO, LOCAL 1577

Shelley B. Plass, Esq., for the General Counsel.
Brett J. Schneider, Esq. (Weiss, Serota, Helfman, Pastoriza, Cole & Boniske, P.L.), for the Respondent.
Joseph J. Pass, Esq. (Jubelirer, Pass & Intrieri, P.C.), for the Charging Party.

SUPPLEMENTAL DECISION

STATEMENT OF THE CASE

ROBERT A. RINGLER, Administrative Law Judge. This supplemental proceeding was conducted in Miami, Florida, on April 1 and 2, 2014, pursuant to an amended compliance specification (the specification). The specification calculated backpay due under the National Labor Relations Board's (the Board) Decision and Order in *Palm Beach Metro Transportation, LLC*, 357 NLRB No. 26 (2011) (the Order).[1] Palm Beach Metro, LLC (Palm Beach), and its successor, Metro Mobility Management Group, LLC (Metro Mobility) (collectively called the Respondent), contend that the specification overstates their backpay liability.

DISCUSSION

I. ORDER

The Order found that Palm Beach violated the National Labor Relations Act (the Act) by "unilaterally reducing the hours and days of work" of employees in the following appropriate

[1] The Order was enforced by the U.S. Court of Appeals for the Eleventh Circuit in an unpublished opinion. See *Palm Beach Metro Transportation, LLC*, 459 Fed. Appx. 874 (11th Cir. 2012) (per curiam).

bargaining unit (the unit):

> All full-time and regular part-time operators . . . performing para-transit duties . . . out of its West Palm Beach, Florida facility; excluding all other employees, professional employees, office clerical[s] . . . , guards and supervisors . . . .

Id. It further held that, before the unlawful unilateral change, unit employees were free to work as many hours as they wished, and directed Palm Beach to restore the status quo ante and make the unit whole for their lost earnings.

The parties widely disagree over backpay liability. Their differences center upon how Respondent's simultaneous business decline should be factored into the backpay calculus.

II. STIPULATIONS

The relevant facts are essentially undisputed. The parties entered into several helpful stipulations, which are described below. (Jt. Exh. 1).

A. Palm Beach's Operations

Palm Beach operated a transportation service for disabled and elderly individuals in Palm Beach County, Florida. In February 2008, the Amalgamated Transit Union, AFL–CIO, Local 1577 (the Union) became the unit's representative, and, from that point through September 2010, Palm Beach was obligated to recognize and bargain with the Union as the unit's representative.

B. Metro Mobility Assumes Palm Metro's Operations

In September 2010, Metro Mobility assumed in unchanged form, without hiatus, Palm Beach's business and employed a full complement of the unit. Metro Mobility maintained substantially identical ownership, management, purpose, operations, equipment, customers, supervision, and labor relations policies. It was, therefore, a successor to Palm Beach under *NLRB v. Burns International Security Services*, 406 U.S. 272 (1972), and assumed its predecessor's duty to recognize and bargain with the Union as the unit's representative. It is also a successor under *Golden State Bottling Co. v. NLRB*, 414 U.S. 168 (1974). Palm Beach and Metro Mobility are, accordingly, jointly and severally liable under the Order.

C. Backpay Period and Operational Changes

The backpay period commenced on April 29, 2008, which is the day after the unilateral change. The parties agree that the underlying data and computations in the specification are valid. The unit's annual work hours between 2007 and 2012, and Respondent's associated decline in its operations, are described below:

	2007	2008	2009	2010	2011	2012
TOTAL HOURS	384,317	269,236	210,891	197,209	189,085	239,953
% DECLINE FROM 2007		-30%	-45%	-49%	-51%	-38%

The decline in the unit's annual work hours is unconnected to the unfair labor practice.

III. ANALYSIS

A. Compliance Proceeding Standards

Compliance proceedings restore the status quo ante, which existed absent the unfair labor practice. *Hubert Distributors, Inc.*, 344 NLRB 339, 341 (2005). An unfair labor practice finding is presumptive proof of backpay liability. *Beverly California Corp.*, 329 NLRB 977, 978 (1999). The General Counsel must first adduce the amount of gross backpay due. *Hansen Bros. Enterprises*, 313 NLRB 599, 600 (1993). Once this has been established, the burden shifts to the respondent to reduce its liability. *Church Homes, Inc.*, 349 NLRB 829, 838 (2007). The General Counsel, however, need only show that its gross backpay amounts were reasonable and not arbitrary approximations. *Performance Friction Corp*., 335 NLRB 1117 (2001).

B. Specification and Contentions

1. Liability

The specification alleged that, since September 2010, Palm Beach and Metro Mobility were alter egos, and jointly and severally liable. It further alleged that Metro Mobility is a *Golden State* successor. Respondent does not dispute these matters, and entered into a variety of connected stipulations. I find, based upon the parties' stipulations and the record as a whole, that Metro Mobility and Palm Beach were successors, alter egos[2] and jointly and severally liable under the Order, and that Metro Mobility was a *Golden State* successor.

2. Backpay Calculus

i. Preliminary Matters

The specification calculated backpay liability from April 29, 2008 through December 31, 2012.[3] It divided the unit into two groups: Group 1 (i.e. employees at the time of the April 28, 2008 unilateral change); and Group 2 (i.e. employees hired thereafter). It was prepared by Compliance Officer Roger Czaia, who relied upon W-2s and other records from 2007 to 2012.[4] Czaia explained that the specification did not mitigate backpay liability under *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), which controls backpay computations not involving cessation of employment. These preliminary matters were

2 In assessing alter ego status, the Board considers whether the entities in question are substantially identical, including the factors of management, business purpose, operating equipment, customers, supervision as well as common ownership. *Advance Electric*, 268 NLRB 1001, 1002 (1984). The record abundantly reflects that Palm Beach and Metro Mobility satisfied these elements.

3 Backpay is, however, owed until such time as the unlawful unilateral change is rescinded, which has, to date, not occurred. A subsequent backpay calculation will have to be prepared, which covers January 1, 2013 onward.

4 The specification excluded employees with fewer than 80 hours of work.

reasonable, undisputed and generally covered by stipulation.

ii. Group 1

Group 1 is the pre-unilateral change portion of the unit. Czaia testified that, in order to calculate their lost earnings, he needed to identify their pre-unilateral change wages and compare these wages to their post-unilateral change earnings. He stated that he relied upon their pre-unilateral change average weekly earnings.[5] He said that, although this methodology was valid for any Group 1 employees who had sufficiently lengthy work histories,[6] it failed when applied to Group 1 employees, who had not been employed long enough to validly demonstrate their earnings habits. He addressed this matter by dividing Group 1 into two subgroups: Group 1A (i.e. employees with sufficient work histories); and Group 1B (employees with insufficient histories). The following chart shows the breakdown of these employees:

	2008	2009	2010	2011	2012
GROUP 1A	101	75	58	49	42
GROUP 1B	24	11	9	7	4
TOTAL EMPLOYEES	125	86	67	56	46

See (GC Exh. 1).

a. Group 1A

For Group 1A, Czaia defined a valid representative period for determining their average earnings as the 3- to 16-month period preceding the unilateral change.[7] He explained that lost income could then be derived by finding the difference between their pre- and post-unilateral change wages.[8] Respondent did not challenge the validity of using the 3- to 16-month period before the unilateral change to determine Group 1A's average earnings. The selected representative period was reasonable; it is of sufficient duration and recency, and validly used past earnings habits to predict future earnings. The utilization of average earnings is also reasonable; this methodology rationally includes overtime, accounts for fluctuations in earnings habits and is endorsed by the Compliance Case Handling Manual.

b. Group 1B

For Group 1B,[9] Czaia opined that employment periods under 3 months were too short to constitute valid representative periods. He averred that a superior way to calculate this cohort's backpay was to determine the average annual percentage income loss sustained by Group1A, and apply this loss to Group 1B. Regarding this concept, he aptly explained that:

---

5 See *Case Handling Manual*, Section 10540.2 (basing backpay on average hours and earnings before violation).

6 Czaia stated that average earnings rationally included overtime work. See also (GC Exh. 3).

7 Average weekly earnings ranged widely from a low of $235.17 to a high of $762.48.

8 As will be discussed, he then factored in decreased available work, in order to account for the business decline.

9 Group 1B workers are bolded in the specification and were hired between January 31 and April 28, 2008.

> [I]n the Compliance Case Handling Manual there's . . . Proportionalization where you use averages, because there's . . . no way to know exactly what these people would have earned . . . and so we take the average for the entire group and apply it to these individuals, because there is no representative period of time . . . .

(Tr. 87). The following chart demonstrates his average percentage loss calculations:

YEAR	GROUP 1A'S CUMULATIVE AVERAGE WEEKLY EARNINGS	GROUP 1A WORKERS	GROUP 1A'S PRE-CHANGE AVERAGE WEEKLY EARNINGS	GROUP 1A'S AVERAGE WEEKLY LOSS	GROUP 1A'S AVERAGE % LOSS TO BE APPLIED TO GROUP 1B
Jan 2007 to April 2008	$55,195.74	104	$530.73	N/A	N/A
May to Dec 2008	$38,841.49	104	$373.48	$530.73 – $373.48 = ***$157.25***	$157.25 / $530.73 ***= 29.63%***
2009	$29,718.68	75	$396.25	$530.73 – $396.25 = ***$134.48***	$134.48 / $530.73 ***= 25.34%***
2010	$22,562.98	58	$389.01	$530.73 – $389.01 = **$141.72**	$141.72 / $530.73 ***= 26.70%***
2011	$20,599.98	49	$420.41	$530.73 – $420.41 = **$110.32**	$110.32 / $530.73 ***= 20.79%***
2012	$19,120.03	42	$455.24	$530.73 – $455.24 = **$75.49**	$75.49 / $530.73 ***= 14.22%***

(GC Exh. 1) (Specification, Appendix B, p. B–11).

Respondent did not challenge the definition of Group 1B or validity of using average percentage loss for this contingent. This approach is rational, given that this subgroup lacks sufficient tenure to reliably identify their pre-change earnings, and is endorsed by the Compliance Case Handling Manual.

iii. Factoring in Decreased Work Hours

Although the specification's initial assumptions concerning Group 1 were undisputed, its deductions regarding how Respondent's decreased work hours impact backpay liability were highly contested.[10] This disagreement results in widely divergent views on ultimate liability.

a. General Counsel's and Union's Positions

Czaia agreed that calculating lost wages, in isolation, would present an incomplete analysis and overstate liability. He explained that this restricted approach ignores the diminished work hours available during the backpay period, which were unconnected to the unilateral change. He offered, as a result, that his first challenge was to find an accurate way to identify the quantity of work that Group 1 would still have been able to perform absent the unilateral change,

[10] As stated, the parties stipulated that the unit's work hours substantially declined since the unilateral change and that this decline was unrelated to the instant unfair labor practice.

even in the face of declining business conditions.

Czaia uncovered a simple solution to this mathematical dilemma. He concluded that hours of work performed by any unit employees **hired after** the unilateral change identifies those hours that would have been made available to Group 1, absent the unilateral change, and irrespective of the business falloff. Moreover, he posited that Group 1 would have absorbed the set of work performed by any newly-hired, post-unilateral change workers, until such time as Group 1 returned to their pre-unilateral change earnings levels.[11] He added that, thereafter, Respondent would have naturally hired new employees. He defined such new hires as any unit workers hired after April 28, 2008 (i.e. the unilateral change date), and labeled them Group 2. He related that, consequently, any back wages paid to Group 1 must be capped by the hours of work performed by Group 2. The following chart illustrates and explains these principles:

YEAR	GROUP 1[12] BACKPAY	GROUP 2 EARNINGS	MAXIMUM BACKPAY AMOUNT TO BE PAID TO GROUP 1	GROUP 2'S HYPOTHETICAL EARNINGS ABSENT THE UNILATERAL CHANGE (I.E. AFTER GROUP 1 IS PAID FULL BACKPAY)[13]	WOULD GROUP 2 EMPLOYEES HAVE BEEN HIRED ABSENT UNILATERAL CHANGE?
May – Dec 2008	$581,207	$221,131	$221,131	$0	NO
2009	$597,261	$464,228	$464,228	$0	NO
2010	$504,142	$601,285	$504,142	$97,143	YES
2011	$331,474	$859,161	$331,474	$527,687	YES
2012	$207,050	$1,325,526	$207,050	$1,118,476	YES

(GC Exh. 1) (Specification, Appendix B, p. B-11).

Based upon the latter analysis of the work performed by Group 2, Czaia concluded that Group 1 should receive less than full backpay in 2008 and 2009 because their projected backpay exceeded Group 2's total earnings. In those years, the specification capped Group 1's backpay at Group 2's annual earnings, and allocated this amount to Group 1 on the basis of their percentage share of backpay in that year.[14] Czaia found that Group 1 employees would receive full backpay from 2010 through 2012, inasmuch as their projected backpay was less than Group 2's earnings during those years. Moreover, in those years, he found that Respondent would have naturally hired Group 2 employees because additional work would have existed, even after Group 1

[11] Or put another way, Group 1 was not entitled to any back pay monies that exceeded newly hired unit employees' earnings because such additional monies would represent payment for work never performed.

[12] This is set forth in the specification; it represents the sum total of back wages for Groups 1A and 1B. As noted, for Group 1A, this represents the total of each employee's pre-unilateral change average weekly earnings *minus* their post unilateral change average weekly earnings *multiplied by* the number of weeks employed during the period (i.e. up to 52 weeks for 2009, 2010, 2011 and 2012, and up to 35.6 weeks for 2008). For Group 1B, this represents the total of each employee's post-unilateral change average weekly earnings *multiplied by* the average annual loss sustained by Group 1A and then *multiplied by* the number of weeks employed during the period.

[13] This amount is the positive difference, if any, between Group 2's earnings and Group 1's backpay.

[14] The specification calculated a given Group 1 employee's percentage of backpay for 2008 and 2009 by taking the employee's projected backpay for the year and dividing that amount by total backpay owed.

returned to their pre-unilateral change earnings practices.

b. Respondent's Position

Respondent contended that the specification failed to adequately account for declining work hours. Wayne Strayer, a Principal with Charles River Associates, an economics consulting entity, who possesses a Doctorate Degree in economics, testified that, in any year that business decreased, Group 1 **and** 2 should equally sustain that percentage loss. He explained:

> I'm really trying to separate two factors here. I'm trying to ascertain how much of the loss in earnings for a given employee were due to that decline in business separate from how much would have been due to . . . the policy change. . . . [I]f I can take the 2007 earnings . . . [if] you were earning a certain amount [i.e.] $500.00 a week in 2007 . . . . And if business declined by 30 percent, . . . my but for earnings fall by 30 percent, so now . . . I'm going to make $350.00 a week. And then the question is what am I . . . now making. If I'm making less than $350.00 a week, . . . there's more going on than just the decline in business. If I'm making $350.00 a week, it appears . . . that it's commensurate with the decline in business. And then, if I'm making more, and I think there were some employees who were actually making more . . . I'm not sure what, what the theory is there. They were not affected by the decline in business, or . . . policy change.

(Tr. 200).

Strayer, however, conspicuously failed to address the specification's key premise that restoration of the status quo ante necessitated Respondent to still strive to provide as much work as Group 1 desired via attrition, irrespective of the business decline. He also failed to discuss the related principle that, if Group 1 performed this attrition-generated work, Respondent would have refrained from hiring Group 2 employees, until such time as Group 1 reached pre-unilateral change earnings levels. He similarly neglected to analyze the related premise that Group 2's work hours accurately identify the set of work that the unilateral change withheld from Group 1, irrespective of the business decline. These glaring failures to tackle the central issues in this litigation deeply undercut his testimony.

c. Synthesis

The specification's synthesis of decreased hours of work is reasonable. The assumption that, if the Respondent restored the status quo ante and Group 1 were still permitted to work as many hours as were available, they would have endeavored to work at pre-unilateral change levels is a rational one. It is also logical that, if Group 1 employees continued to seek pre-unilateral change employment levels, Respondent would not have hired Group 2 (i.e. they would not have been needed), until such time as Group 1 satisfied their demand for work hours. The specification soundly defines available hours of work for backpay purposes as the set of work performed by Group 2, and assumes that Respondent would have dually responded to declining business and Group 1's demands via attrition.

This methodology provides Group 1 with partial backpay in 2008 and 2009, in order to appropriately account for the business decline during those years. Partial backpay is soundly divided in those years on the basis of each Group 1's percentage share of backpay in the year.[15] Respondent's position that every unit employee's pre-unilateral change earnings should be diminished by the annual percentage decline in business and then compared to actual annual earnings misses the point that the restoration of the status quo ante means that Group 1 would have continued to seek pre-unilateral change work hours, which would have obviated the need to hire Group 2 employees until late-2010 (i.e. the point where available work hours would have exceeded Group 1's demands). It also ignores the sound premise that the set of hours performed by Group 2 are the very same hours that were withheld from Group 1 by the unilateral change. Respondent's proposed backpay methodology, instead, illogically attempts to provide a remedy to several Group 2 employees, who would not have even been hired had it lawfully continued to permit Group 1 employees to work as many hours as they desired, and fulfilled their working demands through attrition. On this basis, I find that the Specification's treatment of decreased hours of work is reasonable, and that Respondent position on this subject is untenable.

iv. Group 2

a. General Counsel and Union's Position

Czaia related that the specification prioritized Group 1 over Group 2 regarding back wages, and that, as a result, Group 2 employees were not allocated backpay until 2010. He added that, once Group 2's wages in 2010 exceeded Group 1's projected backpay, his next task was to quantify their backpay.

Czaia stated that he calculated Group 2's backpay by taking their total hypothetical earnings absent the unilateral change,[16] and then fully applying those amounts to backpay. He explained that the specification allocated these monies to Group 2 on the basis of the average percentile loss sustained by Group 1 in the applicable year, which was described above.[17] He added that, in 2011 and 2012, when there sufficient monies available for backpay, Group 2 received backpay equivalent to their annual W-2 earnings times the average weekly loss applicable for the given year. He noted, however, that, in 2010, where only $97,143 was available for backpay, this amount was divided proportionally amongst Group 2 on the basis of their number of hours of work in that year.[18]

b. Respondent's Stance

Respondent consistently asserted that the appropriate way to calculate backpay was to reduce all employees' (i.e. Groups 1 and 2) projected backpay by the percentage business decline. Beyond advancing this global approach, it did not otherwise critique Group 2's

---

15 Respondent does not dispute the percentage-based distribution of 2008 and 2009 backpay, which I find was reasonable.

16 As stated, in 2010, 2011 and 2012, these amounts were respectively $97,143, $527,687 and $1,118,476.

17 As stated, in 2010, 2011 and 2012, these percentages were respectively 26.70%, 20.79% and 14.22%.

18 The specification calculated a given Group 2 employee's percentage of hours worked in 2010 by dividing their work hours by 65837.56, which was the total number of hours worked by Group 2 employees in 2010.

handling.

c. Synthesis

The specification's handling of Group 2 is unreasonable, and inconsistent with Group 1's treatment. Specifically, the specification, in allocating backpay to Group 1 assumes that, absent the unilateral change, a sizeable portion of Group 2 would not have been hired, and their hours of work would have, instead, been performed by Group 1 until they reached their pre-unilateral change work levels in 2010. At that point, absent the unilateral change, the specification found that Respondent would have then commenced hiring Group 2 employees. Along these lines, in 2010, 2011 and 2012, absent the unilateral change, Respondent would have paid Group 2 $97,143, $527,687 and $1,118,476 in annual wages respectively. This means that wages plus projected backpay for Group 2 in these years should not have exceeded these amounts. The specification ignores this principle, and instead opts to allocate these full amounts to backpay to Group 2 in its entirety, and not consider monies that were already earned or if the employees would have even been hired in the absence of the unilateral change. The specification is, as a result, unreasonable, in this regard, inasmuch as it: (1) allocates these full amounts to Group 2's backpay, without deducting W2 wages already earned; and (2) distributes these full sums to all Group 2 employees, even though it assumes in paying backpay to Group 1 that many of these employees would not have been hired, absent the unilateral change. The consequence of this methodology is that Group 2 employees receive almost 500% of backpay owed in 2010, and even higher percentages thereafter, which is clearly punitive.[19]

The following chart demonstrates an appropriate 2010 backpay calculation for Group 2. This chart recognizes that only a limited portion of Group 2 would have been hired, if Group 1 had been permitted to continue to work at pre-unilateral levels. It operates under the assumption that seniority represents the best way to choose the limited Group 2 cohort that would have been retained in 2010. The sum of these Group 2 employees' 2010 W2 wages plus backpay equals $97,143, which is the limited amount of total wages that would have been available that year.

NAME[20] [A]	**START [B]**	**END [C]**	**2010 W2 EARNINGS [D]**	**2010[21] BACKPAY (GROUP 1A'S 2010 % LOSS WAS 26.70%) [E]**	**2010 W2[22] EARNINGS AND BACKPAY [F]**
GONZ., J.	4/30/08	N/A	$6,234	$1,664.48	$7,898.48
GERIN, R.	6/2/08	N/A	$2,719	$725.97	$3,444.97
THEL., W.	6/2/08	N/A	$23,574	$6,294.26	$29,868.26
GIER., R.	6/18/08	8/26/11	$7,798	$2,082.07	$9,880.07
HUGH., F.	7/3/08	9/30/11	$23,147	$6,180.25	$29,327.25

19 They also received almost 700% backpay in 2011 and almost 900 % backpay in 2012, under the specification. Specifically, as will be shown, in 2010, Group 2 received $97,143 when they should have only received $19,962 in backpay, in 2011, they received $527,687 when they should have received only $83,246, and in 2012, they received $1,118,476 when they should have only received $133,023.31.

20 These Group 2 employees are listed in seniority order, which is their assumed hiring order.

21 This column represents column D multiplied by 0.267 (i.e. Group 1A's percentage loss in 2010).

22 This column represents the sum of columns D and E.

NAME [A]	START [B]	END [C]	2010 W2 EARNINGS [D]	2010 BACKPAY (GROUP 1A'S 2010 % LOSS WAS 26.70%) [E]	2010 W2EARNINGS AND BACKPAY [F]
SELF, R.	7/31/08	4/18/11	$13,709	$3,014.97[23]	$16,723.97
			TOTALS:	***$19,962***	***$97,143***

The following chart applies the same principles to Group 2 in 2011, and demonstrates an appropriate backpay calculation for this cohort:

NAME [A]	START [B]	END [C]	2011 W2 EARNINGS [D]	2011[24] BACKPAY (GROUP 1A'S 2011 % LOSS WAS 20.79%) [E]	2011 W2[25] EARNINGS AND BACKPAY [F]
GONZ., J.	4/30/08	N/A	$8,577	$1,783.16	$10,360.16
GERIN, R.	6/2/08	N/A	$4,175	$867.98	$5,042.98
THEL., W.	6/2/08	N/A	$22,205	$4,616.42	$26,821.42
GIER., R.	6/18/08	8/26/11	$4,924	$1,023.70	$5,947.70
HUGH., F.	7/3/08	9/30/11	$17,015	$3,537.42	$20,552.42
SELF, R.	7/31/08	4/18/11	$4,978	$1,034.93	$6,012.93
GR., T.	8/5/08	N/A	$18,266	$3,797.50	$22,063.50
MART., R.	8/5/08	NA	$23,205	$4,824.32	$28,029.32
OLIVA, D.	8/5/08	2/13/12	$22,171	$4,609.35	$26,780.35
JONES, C.	9/25/08	N/A	$24,931	$5,183.15	$30,114.15
YOUNG, M.	9/25/08	7/22/12	$13,670	$2,841.99	$16,511.99
MONR., M.	2/7/09	N/A	$16,808	$3,494.38	$20,302.38
PASC., H.	2/7/09	12/1/11	$17,363	$3,609.77	$20,972.77
DEIS., C.	6/11/09	N/A	$15,805	$3,285.86	$19,090.86
JOHN., M.	8/27/09	N/A	$21,165	$4,400.20	$25,565.20
BRITT, W.	9/24/09	6/10/11	$5,761	$1,197.71	$6,958.71
DAUP., J.	9/24/09	N/A	$23,576	$4,901.45	$28,477.45
GONZ., L.	9/24/09	1/29/11	$2,086	$433.68	$2,519.68
PEELE, C.	9/24/09	N/A	$21,099	$4,386.48	$25,485.48
FREE., L.	10/29/09	3/4/11	$3,731	$775.67	$4,506.67
MITC., M.	12/17/09	3/2/12	$7,348	$1,527.65	$8,875.65
PRICE, D.	12/17/09	N/A	$16,151	$3,357.79	$19,508.79
DORZ.., W.	2/25/10	N/A	$22,187	$4,612.68	$26,799.68
MATT., S.	2/25/10	N/A	$22,396	$4,656.13	$27,052.13
PARK., B.	2/25/10	N/A	$20,534	$4,269.02	$24,803.02

23 This worker, i.e. the least senior of the group, only received 22% backpay in this year, in order to remain true to the $97,143 cap that was available to Group 2.

24 This column represents column D multiplied by 0.2079 (i.e. Group 1A's percentage loss in 2011).

25 This column represents the sum of columns D and E.

Name [A]	Start [B]	End [C]	2011 W2 Earnings [D]	2011 Backpay (Group 1A's 2011 % loss was 20.79%) [E]	2011 W Earnings and Backpay [F]
Mint., I.	3/11/10	N/A	$23,084	$4,217.16[26]	$27,301.16
Gates, L.	4/29/10	N/A	$18,311	$0[27]	$18,311.00
Eveq., M.	5/20/10	N/A	$22,919	$0	$22,919.00
			TOTALS:	***$83,246***	***$527,687***

The following chart applies the same principles to Group 2 in 2012, and demonstrates an appropriate backpay calculation for this cohort:

Name [A]	Start [B]	End [C]	2012 W2 Earnings [D]	2012[28] Backpay (Group 1A's 2012 % loss was 14.22%) [E]	2012 W2[29] Earnings and Backpay [F]
Gonz., J.	4/30/08	N/A	$8,534.43	$1,213.60	$9,748.03
Geri., Roy	6/2/08	N/A	$6,204.37	$882.26	$7,086.63
Thel.., W.	6/2/08	N/A	$24,150.63	$3,434.22	$27,584.85
Gr., T.	8/5/08	N/A	$21,300.52	$3,028.93	$24,329.45
Mart., R.	8/5/08	N/A	$24,473.80	$3,480.17	$27,953.97
Oliva, D.	8/5/08	2/13/12	$12,853.00	$1,827.70	$14,680.70
Jone., C.	9/25/08	N/A	$25,822.42	$3,671.95	$29,494.37
Youn., M.	9/25/08	7/22/12	$8,977.70	$1,276.63	$10,254.33
Monr., M.	2/7/09	N/A	$8,741.38	$1,243.02	$9,984.40
Deis., C.	6/11/09	N/A	$16,909.49	$2,404.53	$19,314.02
John., M.	8/27/09	N/A	$22,125.73	$3,146.28	$25,272.01
Daup., J.	9/24/09	N/A	$25,272.99	$3,593.82	$28,866.81
Peele, C.	9/24/09	N/A	$23,842.51	$3,390.40	$27,232.91
Price, D.	12/17/09	N/A	$24,175.47	$3,437.75	$27,613.22
Dorz., W.	2/25/10	N/A	$23,556.58	$3,349.75	$26,906.33
Matt.., S.	2/25/10	N/A	$23,424.93	$3,331.03	$26,755.96
Park., B.	2/25/10	N/A	$25,019.71	$3,557.80	$28,577.51
Mint., I.	3/11/10	N/A	$27,432.40	$3,900.89	$31,333.29
Sanc., J.	4/1/10	11/1/10	$18,184.43	$2,585.83	$20,770.26
Gates, L.	4/29/10	N/A	$16,354.87	$2,325.66	$18,680.53
Eveq., M.	5/20/10	N/A	$27,533.69	$3,915.29	$31,448.98
Stan., C.	5/20/10	11/19/12	$21,403.43	$3,043.57	$24,447.00

26 This worker, i.e. the third least senior of the group, only received 18.3% backpay in this year, in order to remain true to the $527,687 cap that was available to Group 2.

27 This worker and the next least senior worker, i.e. the first and second least senior of the group, received no backpay in this year, in order to remain true to the $527,687 cap that was available to Group 2.

28 This column represents column D multiplied by 0.1422 (i.e. Group 1A's percentage loss in 2012).

29 This column represents the sum of columns D and E.

NAME [A]	START [B]	END [C]	2012 W2 EARNINGS [D]	2012 BACKPAY (GROUP 1A'S 2012 % LOSS WAS 14.22%) [E]	2012 W2 EARNINGS AND BACKPAY [F]
VICT., J.	6/8/10	9/12/12	$15,701.12	$2,232.70	$17,933.82
HECT., L.	11/18/10	N/A	$26,033.95	$3,702.03	$29,735.98
SWAN., M.	11/18/10	N/A	$17,885.38	$2,543.30	$20,428.68
ERMO., E.	12/9/10	N/A	$17,503.52	$2,489.00	$19,992.52
WILL., A.	1/17/11	11/26/12	$15,582.08	$2,215.77	$17,797.85
DEL., J.	2/7/11	N/A	$23,877.84	$3,395.43	$27,273.27
TORC., M.	2/22/11	N/A	$26,710.68	$3,798.26	$30,508.94
CART, L.	3/24/11	N/A	$27,136.59	$3,858.82	$30,995.41
ESTE., A.	5/26/11	N/A	$25,738.62	$3,660.03	$29,398.65
LATH., L.	5/26/11	N/A	$23,534.56	$3,346.61	$26,881.17
MUZZ., C.	5/26/11	N/A	$24,091.13	$3,425.76	$27,516.89
MOHA., R.	5/31/11	N/A	$22,141.82	$3,148.57	$25,290.39
PATT., N.	6/24/11	N/A	$15,950.10	$2,268.10	$18,218.20
WARE, C.	6/24/11	5/21/12	$1,454.29	$206.80	$1,661.09
FUND., T.	8/4/11	8/3/12	$7,438.85	$1,057.80	$8,496.65
RICH., C.	8/4/11	N/A	$22,511.13	$3,201.08	$25,712.21
KING, T.	10/3/11	N/A	$22,148.23	$3,149.48	$25,297.71
NOEL, T.	10/3/11	N/A	$27,761.76	$3,947.72	$31,709.48
BURN., T.	10/7/11	N/A	$7,457.99	$1,060.53	$8,518.52
DEN., R.	10/7/11	3/17/12	$4,185.55	$595.19	$4,780.74
OLGU., M.	10/14/11	2/20/12	$1,181.09	$167.95	$1,349.04
TORC.., W.	10/14/11	N/A	$19,951.99	$2,837.17	$22,789.16
FORE, D.	11/11/11	N/A	$17,585.36	$2,500.64	$20,086.00
RIVE., S.	11/15/11	2/10/12	$1,813.02	$257.81	$2,070.83
JONES, R.	12/2/11	4/2/12	$4,548.21	$646.76	$5,194.97
MOND., JEAN	12/2/11	N/A	$14,773.51	$2,100.79	$16,874.30
PERRY, C.	12/2/11	8/22/12	$10,603.67	$1,507.84	$12,111.51
DENE., C.	12/8/11	1/10/12	$227.97	$32.42	$260.39
JEAN., J.	12/8/11	2/20/12	$1,429.15	$203.23	$1,632.38
LOVE., L.	1/1/12	N/A	$2,818.04	$400.73	$3,218.77
BUSS., T.	1/26/12	N/A	$24,755.72	$3,520.26	$28,275.98
LYLES, J.	1/26/12	6/14/12	$6,869.81	$976.89	$7,846.70
SANT., G.	1/26/12	1/2/13	$20,888.29	$2,526.76[30]	$23,415.05
SCHM., M.	1/26/12	6/15/12	$5,830.98	$0.00[31]	$5,830.98
WARE, R.	1/26/12	8/27/12	$14,818.78	$0.00	$14,818.78

30 This worker, i.e. the sixth least senior of the group, only received 12.1% backpay in this year, in order to remain true to the $1,118,476 cap that was available to Group 2.

31 This worker and the next four least senior workers received no backpay in this year, in order to remain true to the $1,118,476 cap that was available to Group 2.

NAME [A]	START [B]	END [C]	2012 W2 EARNINGS [D]	2012 BACKPAY (GROUP 1A'S 2012 % LOSS WAS 14.22%) [E]	2012 W2 EARNINGS AND BACKPAY [F]
AMARO, M.	1/31/12	7/15/12	$6,343.31	$0.00	$6,343.31
BIEN., W.	1/31/12	3/5/12	$1,652.52	$0.00	$1,652.52
THEO., G.	1/31/12	N/A	$18,221.60	$0.00	$18,221.60
			TOTALS:	***$133,023.31***	***$1,118,476***

CONCLUSION

Based upon the findings and analysis set forth above, and on the record as a whole, I issue the following recommended supplemental.[32]

ORDER

The Respondent, Palm Beach Metro, LLC, and its successor, Metro Mobility Management Group, LLC, West Palm Beach, Florida, its officers, agents, successors, and assigns, shall make whole the employees listed in the attached Appendices A and B as follows:[33]

1. Pay Group 1 and 2 employees backpay as set forth in Appendices A and B, plus interest computed and compounded daily as prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987), and *Kentucky River Medical Center,*356 NLRB No. 8 (2010), accrued to the date of payment, minus tax withholdings required by Federal and State law.

2. File a report with the Social Security Administration allocating backpay to the appropriate calendar quarters, and compensate these employees for any adverse tax consequences associated with receiving one or more lump-sum backpay awards covering periods longer than 1 year. See *Tortillas Dan Chavas*, 361 NLRB No. 10 (2014).

Dated Washington, D.C. September 16, 2014

Robert A. Ringler
Administrative Law Judge

32 If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

33 Appendix A describes Group 1's backpay, whereas Appendix B identifies Group 2's backpay.

APPENDIX A

	2008 Backpay	2009 Backpay	2010 Backpay	2011 Backpay	2012 Backpay	Total before Interest
Adolphe, R.	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
Altidore, J.	$1.42	$0.00	$0.00	$0.00	$0.00	**$1.42**
Ash, R.	$2,651.46	$6,343.47	$8,978.31	$8,794.31	$2,188.82	**$28,956.38**
Augustin, J.	$1,886.91	$0.00	$0.00	$0.00	$0.00	**$1,886.91**
Augustin-Herold, J.	$4,077.37	$11,127.16	$12,432.85	$11,678.85	$11,913.71	**$51,229.96**
Baptiste, B.	$1,627.24	$3,546.23	$5,310.47	$4,865.47	$0.00	**$15,349.42**
Baptiste, N.	$778.78	$0.00	$0.00	$0.00	$0.00	**$778.78**
Battle, E.	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
Booze, S.	$0.00	$7,346.27	$9,214.48	$0.00	$342.80	**$16,903.55**
Bouie, B.	$3,349.69	$10,314.30	$10,092.06	$7,805.06	$4,022.11	**$35,583.21**
Brown, A.	$2,098.60	$8,420.79	$12,940.92	$9,923.92	$8,297.40	**$41,681.64**
Brown, W.	$3,865.99	$9,517.23	$15,792.57	$16,195.57	$11,486.09	**$56,857.44**
Buckley, C.	$911.82	$6,090.07	$7,745.28	$5,821.28	$2,265.79	**$22,834.25**
Byam, J.	$1,485.80	$7,723.42	$1,706.35	$0.00	$0.00	**$10,915.57**
Campbell, L.	$1,554.44	$2,427.21	$2,927.77	$0.00	$0.00	**$6,909.41**
Charles, P.	$2,198.46	$0.00	$0.00	$0.00	$0.00	**$2,198.46**
Chevalier, J.	$0.00	$0.00	$0.00	$1,201.52	$0.00	**$1,201.52**
Childress, C.	$1,112.89	$4,311.10	$9,150.67	$0.00	$0.00	**$14,574.65**
Coleus, J.	$671.60	$0.00	$0.00	$0.00	$0.00	**$671.60**
Collins, D.	$2,448.82	$7,524.40	$7,811.66	$311.09	$0.00	**$18,095.96**
Cooper, L.	$1,627.90	$1,549.28	$0.00	$0.00	$0.00	**$3,177.18**
Cudjoe, E.	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
Deisan, C.	$123.20	$0.00	$0.00	$0.00	$0.00	**$123.20**
Dennard, S.	$1,381.51	$3,128.50	$3,437.03	$3,167.03	$0.00	**$11,114.07**
Desir, S.	$3,430.15	$1,881.86	$0.00	$0.00	$0.00	**$5,312.02**
Diaz, G.	$907.99	$0.00	$0.00	$0.00	$0.00	**$907.99**
Dominquez, R.	$3,051.88	$6,491.45	$6,997.69	$6,445.69	$3,101.38	**$26,088.09**
Echegoyen, R.	$2,125.75	$0.00	$0.00	$0.00	$0.00	**$2,125.75**
Edwards, P.	$2,440.94	$0.00	$0.00	$0.00	$0.00	**$2,440.94**
FanFan, S.	$2,331.55	$8,821.96	$11,549.31	$0.00	$0.00	**$22,702.82**
Faraj, M.	$2,516.23	$7,900.67	$11,523.75	$7,082.75	$3,016.09	**$32,039.48**
Fleurinord, H.	$711.55	$0.00	$0.00	$0.00	$0.00	**$711.55**
Flurerent, D.	$3,281.43	$0.00	$0.00	$0.00	$0.00	**$3,281.43**
Freeman, D.	$3,088.87	$8,372.89	$11,211.30	$8,940.30	$6,952.14	**$38,565.49**
Garcia, A.	$756.75	$0.00	$0.00	$0.00	$0.00	**$756.75**

	2008 Backpay	2009 Backpay	2010 Backpay	2011 Backpay	2012 Backpay	Total before Interest
Gibson, J.	$272.11	$0.00	$0.00	$0.00	$0.00	**$272.11**
Gibson, W.	$2,153.68	$6,584.42	$8,864.31	$8,061.31	$7,956.86	**$33,620.57**
Gilot, D.	$930.87	$0.00	$0.00	$0.00	$0.00	**$930.87**
Gilzine, J.	$2,776.91	$829.63	$0.00	$0.00	$0.00	**$3,606.54**
Graham, D.	$341.91	$0.00	$0.00	$0.00	$0.00	**$341.91**
Hade, M.	$2,106.19	$7,237.13	$12,791.06	$9,879.06	$7,983.39	**$39,996.83**
Hamilton, L.	$3,948.89	$0.00	$0.00	$0.00	$0.00	**$3,948.89**
Hawkins, C.	$1,707.27	$7,404.10	$9,123.88	$8,319.88	$0.00	**$26,555.14**
Haynes, A.	$3,207.00	$4,254.69	$0.00	$0.00	$0.00	**$7,461.69**
Hendrix, K.	$1,841.13	$2,136.73	$4,887.05	$4,530.05	$1,907.30	**$15,302.28**
Hester, J.	$448.34	$0.00	$0.00	$0.00	$0.00	**$448.34**
Hilaire, J.	$3,611.73	$7,277.06	$9,431.43	$14,178.43	$5,859.74	**$40,358.38**
Hollis, F.	$2,595.15	$10,185.21	$11,626.97	$12,214.94	$0.00	**$36,622.26**
Holman, F.	$1,243.41	$1,201.30	$3,722.55	$4,815.55	$3,717.57	**$14,700.39**
Howard, F.	$222.09	$0.00	$0.00	$0.00	$0.00	**$222.09**
Hunter, E.	$1,530.17	$0.00	$0.00	$0.00	$0.00	**$1,530.17**
Ibrahim, L.	$3,120.01	$13,441.35	$16,015.22	$12,347.22	$12,316.05	**$57,239.84**
James, A.	$1,333.28	$0.00	$0.00	$0.00	$0.00	**$1,333.28**
Jarrell, J.	$3,025.98	$1,636.12	$0.00	$0.00	$0.00	**$4,662.10**
Jean-Marie, J.	$1,561.78	$847.15	$0.00	$0.00	$0.00	**$2,408.94**
Jeanty, J.	$2,324.73	$7,009.42	$9,421.09	$7,002.09	$5,965.75	**$31,723.09**
Jenkins, L.	$1,109.75	$2,792.33	$0.00	$0.00	$2,792.57	**$6,694.64**
Johnson, E.	$3,022.81	$8,570.46	$19,242.48	$0.00	$0.00	**$30,835.74**
Jones, C.	$3,325.84	$11,685.52	$10,189.22	$11,003.22	$0.00	**$36,203.80**
Jones, E.	$2,160.71	$6,448.58	$9,804.47	$0.00	$0.00	**$18,413.77**
Jones, R.	$1,290.36	$2,874.70	$1,308.30	$0.00	$0.00	**$5,473.36**
Joseph, J.	$2,666.63	$2,969.12	$3,883.97	$0.00	$12,677.83	**$22,197.56**
Joseph, R.	$3,137.91	$0.00	$0.00	$0.00	$0.00	**$3,137.91**
Joseph, W.	$1,462.94	$3,801.88	$4,219.40	$2,640.33	$185.99	**$12,310.54**
Kearse, T.	$207.16	$0.00	$0.00	$0.00	$0.00	**$207.16**
Keith, J.	$2,848.74	$9,417.47	$14,767.96	$0.00	$0.00	**$27,034.17**
Kelly, J.	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
Kelly, L.	$560.89	$0.00	$223.92	$0.00	$0.00	**$784.81**
Kercius, N.	$926.94	$2,689.26	$0.00	$0.00	$0.00	**$3,616.20**
Knox, D.	$2,532.68	$5,608.31	$0.00	$0.00	$0.00	**$8,140.99**
Lacayo, J.	$577.45	$0.00	$0.00	$0.00	$0.00	**$577.45**
Lalchan, R.	$1,872.88	$5,408.79	$11,314.58	$0.00	$0.00	**$18,596.25**
Lee, B.	$0.00	$7,396.29	$6,972.83	$3,688.83	$0.00	**$18,057.95**

	2008 Backpay	2009 Backpay	2010 Backpay	2011 Backpay	2012 Backpay	Total before Interest
Leveille, L.	$2,163.53	$1,075.31	$798.06	$1,000.00	$1,439.53	**$6,476.43**
Lewis, L.	$2,868.07	$7,041.26	$0.00	$0.00	$0.00	**$9,909.33**
Louis, G.	$3,710.86	$12,695.55	$9,179.70	$4,665.70	$4,714.42	**$34,966.22**
McBridge, N.	$1,197.07	$0.00	$0.00	$0.00	$0.00	**$1,197.07**
McNeil (III), R.	$1,297.71	$6,424.38	$7,061.41	$6,751.41	$5,220.37	**$26,755.27**
Menifield, D.	$3,321.07	$0.00	$0.00	$0.00	$0.00	**$3,321.07**
Merelus, Y.	$1,499.24	$3,603.03	$5,608.87	$834.72	$0.00	**$11,545.85**
Michel, J.	$1,703.37	$1,539.42	$5,139.56	$4,674.56	$0.00	**$13,056.92**
Milien, J.	$1,032.17	$0.00	$0.00	$0.00	$0.00	**$1,032.17**
Miller, J.	$1,482.57	$0.00	$0.00	$0.00	$0.00	**$1,482.57**
Mistreil, J.	$2,508.11	$6,525.17	$8,314.08	$7,792.16	$0.00	**$25,139.53**
Mitchell, J.	$201.98	$0.00	$0.00	$0.00	$0.00	**$201.98**
Moreland, C.	$2,569.87	$8,846.20	$11,634.24	$12,764.24	$12,694.91	**$48,509.46**
Morris, D.	$2,160.19	$0.00	$0.00	$0.00	$0.00	**$2,160.19**
Myers, T.	$1,800.95	$3,903.61	$6,782.27	$8,641.27	$3,905.46	**$25,033.55**
Nelson, T.	$1,841.01	$5,321.93	$0.00	$0.00	$0.00	**$7,162.94**
Newmark, J.	$245.74	$0.00	$0.00	$0.00	$0.00	**$245.74**
Norfus, C.	$2,502.72	$11,710.99	$12,040.99	$14,376.99	$9,769.08	**$50,400.78**
Normil, M.	$337.86	$0.00	$0.00	$0.00	$0.00	**$337.86**
Osborne, H.	$3,607.87	$0.00	$0.00	$0.00	$0.00	**$3,607.87**
Parker, M.	$1,031.33	$155.33	$166.84	$571.84	$0.00	**$1,925.34**
Petit-Homme, F.	$1,508.32	$0.00	$0.00	$0.00	$0.00	**$1,508.32**
Pierre, J.	$2,383.20	$8,800.88	$9,432.34	$0.00	$0.00	**$20,616.42**
Pierre, R.	$3,006.67	$0.00	$0.00	$0.00	$0.00	**$3,006.67**
Pittman, M.	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
Pitts, A.	$592.30	$674.31	$0.00	$0.00	$0.00	**$1,266.61**
Pooran, R.	$1,227.12	$397.71	$0.00	$0.00	$0.00	**$1,624.83**
Powell, S.	$2,314.37	$6,800.24	$6,598.98	$4,169.98	$5,608.79	**$25,492.37**
Prince, W.	$1,039.76	$7,313.97	$0.00	$0.00	$0.00	**$8,353.72**
Reeves, E.	$1,181.59	$0.00	$0.00	$0.00	$0.00	**$1,181.59**
Reyes, J.	$461.93	$765.51	$291.30	$400.62	$209.73	**$2,129.09**
Reyes, E.	$31.48	$0.00	$0.00	$0.00	$0.00	**$31.48**
Roundtree, T.	$2,865.14	$7,524.11	$10,136.28	$9,273.28	$8,028.74	**$37,827.56**
Silva, R.	$1,972.86	$5,097.02	$6,545.67	$3,756.67	$3,596.45	**$20,968.67**

	2008 Backpay	2009 Backpay	2010 Backpay	2011 Backpay	2012 Backpay	Total before Interest
Siverain, M.	$4,448.30	$10,181.60	$13,172.24	$0.00	$0.00	**$27,802.14**
Small, R.	$418.58	$0.00	$0.00	$0.00	$0.00	**$418.58**
Small, T.	$3,224.49	$7,076.21	$7,470.02	$4,837.02	$5,573.02	**$28,180.76**
St. Felix, H.	$1,754.23	$4,968.74	$6,678.20	$3,970.89	$3,967.50	**$21,339.55**
Thomas, J.	$525.38	$0.00	$0.00	$0.00	$0.00	**$525.38**
Thomas, T.	$799.41	$1,462.42	$0.00	$0.00	$0.00	**$2,261.84**
Thompson, A.	$1,763.06	$6,736.99	$0.00	$0.00	$0.00	**$8,500.04**
Tolentino, M.	$447.32	$532.50	$175.15	$0.00	$0.00	**$1,154.97**
Toussaint, J.	$2,213.27	$7,481.62	$10,370.61	$8,144.61	$11,309.31	**$39,519.41**
Toussaint, M.	$1,735.72	$10,036.25	$0.00	$0.00	$0.00	**$11,771.98**
Trottie, J.	$3,494.75	$10,805.64	$17,380.20	$13,944.20	$8,621.21	**$54,246.00**
Turton, I.	$1,867.91	$3,166.72	$4,250.64	$2,174.01	$0.00	**$11,459.28**
Valentin, I.	$1,247.83	$0.00	$0.00	$0.00	$0.00	**$1,247.83**
Walker, S.	$269.96	$0.00	$0.00	$0.00	$0.00	**$269.96**
Warnke, P.	$3,755.63	$10,538.14	$0.00	$0.00	$0.00	**$14,293.76**
White-Brock, K.	$967.23	$3,507.24	$4,281.35	$110.60	$0.00	**$8,866.41**
Williams, C.	$3,144.78	$9,006.35	$10,750.28	$18,371.28	$0.00	**$41,272.69**
Willis, M.	$716.19	$0.00	$0.00	$0.00	$0.00	**$716.19**
Wise, C.	$2,002.50	$9,123.21	$12,983.63	$9,334.21	$7,441.79	**$40,885.34**
Wright, T.	$2,163.14	$786.37	$0.00	$0.00	$0.00	**$2,949.52**
Yisreal, M.	$0.00	$56.80	$266.07	$0.00	$0.00	**$322.87**

APPENDIX B

	2010 Backpay	2011 Backpay	2012 Backpay	Total before Interest
Gonzalez, J.	$ 1,664.48	$ 1,783.16	$ 1,213.60	$ 4,661.24
Gerin, R.	$ 725.97	$ 867.98	$ 882.26	$ 2,476.21
Thelemaque, W.	$ 6,294.26	$ 4,616.42	$ 3,434.22	$ 14,344.90
Gieruc, R.	$ 2,082.07	$ 1,023.70	$ $0.00	$ 3,105.77
Hughes, F.	$ 6,180.25	$ 3,537.42	$ $0.00	$ 9,717.67
Self, R.	$ 3,014.97	$ 1,034.93	$ $0.00	$ 4,049.90
Green-Presuma, T.	$ $0.00	$ 3,797.50	$ 3,028.93	$ 6,826.43
Martinez, R.	$ $0.00	$ 4,824.32	$ 3,480.17	$ 8,304.49
Oliva, D.	$ $0.00	$ 4,609.35	$ 1,827.70	$ 6,437.05
Jones, C.	$ $0.00	$ 5,183.15	$ 3,671.95	$ 8,855.10
Young, M.	$ $0.00	$ 2,841.99	$ 1,276.63	$ 4,118.62
Monroe, M.	$ $0.00	$ 3,494.38	$ 1,243.02	$ 4,737.40
Pascal, H.	$ $0.00	$ 3,609.77	$ $0.00	$ 3,609.77
Deisan, C.	$ $0.00	$ 3,285.86	$ 2,404.53	$ 5,690.39
Johnson, M.	$ $0.00	$ 4,400.20	$ 3,146.28	$ 7,546.48
Britt, W.	$ $0.00	$ 1,197.71	$ $0.00	$ 1,197.71
Dauphine, J.	$ $0.00	$ 4,901.45	$ 3,593.82	$ 8,495.27
Gonzalez, L.	$ $0.00	$ 433.68	$ $0.00	$ 433.68
Peele, C.	$ $0.00	$ 4,386.48	$ 3,390.40	$ 7,776.88
Freeman, L.	$ $0.00	$ 775.67	$ $0.00	$ 775.67
Mitchel, M.	$ $0.00	$ 1,527.65	$ $0.00	$ 1,527.65
Price, D.	$ $0.00	$ 3,357.79	$ 3,437.75	$ 6,795.54
Dorzilme, W.	$ $0.00	$ 4,612.68	$ 3,349.75	$ 7,962.43
Matthews, S.	$ $0.00	$ 4,656.13	$ 3,331.03	$ 7,987.16
Parker, B.	$ $0.00	$ 4,269.02	$ 3,557.80	$ 7,826.82
Mintor, I.	$ $0.00	$ 4,217.16	$ 3,900.89	$ 8,118.05
Gates, L.	$ $0.00	$ $0.00	$ 2,325.66	$ 2,325.66
Eveque, M.	$ $0.00	$ $0.00	$ 3,915.29	$ 3,915.29
Sanchez, J.	$ $0.00	$ $0.00	$ 2,585.83	$ 2,585.83
Stanislas, C.	$ $0.00	$ $0.00	$ 3,043.57	$ 3,043.57
Victoria, J.	$ $0.00	$ $0.00	$ 2,232.70	$ 2,232.70
Hector, L.	$ $0.00	$ $0.00	$ 3,702.03	$ 3,702.03
Swann, M.	$ $0.00	$ $0.00	$ 2,543.30	$ 2,543.30
Ermojeune, E.	$ $0.00	$ $0.00	$ 2,489.00	$ 2,489.00
Williams, A.	$ $0.00	$ $0.00	$ 2,215.77	$ 2,215.77
Del Castillo, J.	$ $0.00	$ $0.00	$ 3,395.43	$ 3,395.43
Torchon, M.	$ $0.00	$ $0.00	$ 3,798.26	$ 3,798.26
Carter, L.	$ $0.00	$ $0.00	$ 3,858.82	$ 3,858.82
Esteves, A.	$ $0.00	$ $0.00	$ 3,660.03	$ 3,660.03
Latham, L.	$ $0.00	$ $0.00	$ 3,346.61	$ 3,346.61

	2010 Backpay	2011 Backpay	2012 Backpay	Total before Interest
Muzzonigro., C.	$ $0.00	$ $0.00	$ 3,425.76	$ 3,425.76
Mohammed, R.	$ $0.00	$ $0.00	$ 3,148.57	$ 3,148.57
Patterson, N.	$ $0.00	$ $0.00	$ 2,268.10	$ 2,268.10
Ware, C.	$ $0.00	$ $0.00	$ 206.80	$ 206.80
Funderburk, T.	$ $0.00	$ $0.00	$ 1,057.80	$ 1,057.80
Richelleu, C.	$ $0.00	$ $0.00	$ 3,201.08	$ 3,201.08
King, T.	$ $0.00	$ $0.00	$ 3,149.48	$ 3,149.48
Noel, T.	$ $0.00	$ $0.00	$ 3,947.72	$ 3,947.72
Burney, T.	$ $0.00	$ $0.00	$ 1,060.53	$ 1,060.53
Deneus, R.	$ $0.00	$ $0.00	$ 595.19	$ 595.19
Olguin., M.	$ $0.00	$ $0.00	$ 167.95	$ 167.95
Torchon., W.	$ $0.00	$ $0.00	$ 2,837.17	$ 2,837.17
Fore, D.	$ $0.00	$ $0.00	$ 2,500.64	$ 2,500.64
Rivera, S.	$ $0.00	$ $0.00	$ 257.81	$ 257.81
Jones, R.	$ $0.00	$ $0.00	$ 646.76	$ 646.76
Mondesir, J.	$ $0.00	$ $0.00	$ 2,100.79	$ 2,100.79
Perry, C.	$ $0.00	$ $0.00	$ 1,507.84	$ 1,507.84
Deneville, C.	$ $0.00	$ $0.00	$ 32.42	$ 32.42
Jean-Pierre., J.	$ $0.00	$ $0.00	$ 203.23	$ 203.23
Love., L.	$ $0.00	$ $0.00	$ 400.73	$ 400.73
Bussey, T.	$ $0.00	$ $0.00	$ 3,520.26	$ 3,520.26
Lyles, J.	$ $0.00	$ $0.00	$ 976.89	$ 976.89
Santana, G.	$ $0.00	$ $0.00	$ 2,526.76	$ 2,526.76